

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

5:03-cv-161-H(3)

FILED

FEB 28 2003

DAVID W. DANIEL, CLERK
US DISTRICT COURT EDCNC
BY X DEF. CLERK

MICROSOFT CORPORATION, a Washington)
corporation,)

Plaintiff,)

Case No.)

-v-)

Hon.)

COMPUTER SERVICE & REPAIR, INC., a)
North Carolina corporation d.b.a. TRIDATA,)
and MICHAEL BARSKILE, an individual,)

Defendants.)

COMPLAINT

This is an action by Microsoft Corporation ("Microsoft") to recover damages arising from infringement of Microsoft's copyrights and trademarks in its software by Computer Service & Repair, Inc., a North Carolina corporation d.b.a. Tridata ("Computer Service & Repair"), and Michael Barskile, an individual, (collectively, "Defendants") and to enjoin Defendants' future infringement. Defendants are distributors of computer hardware and software who have distributed counterfeit and/or infringing Microsoft software and who continued to do so even after Microsoft informed them of their illegal activity and requested that they cease and desist. By this conduct, Defendants have infringed Microsoft's copyrights and trademarks, violated the Lanham Act by falsely designating the origin of software and/or related components, and committed unfair and deceptive trade practices. Microsoft seeks damages, an accounting, the imposition of a constructive trust upon Defendants' illegal profits, and the entry of a permanent injunction.

THE PARTIES

1. Microsoft is a Washington corporation with its principal place of business in Redmond, Washington. Microsoft develops, markets, distributes and licenses computer software.

2. Upon information and belief, defendant Computer Service & Repair, Inc. is a North Carolina corporation doing business, sometimes as Tridata, in Garner, North Carolina, and on the Internet. Computer Service & Repair is engaged in the business of advertising, marketing, and distributing computer hardware and software, including purported Microsoft software.

3. Upon information and belief, defendant Michael Barskile is an individual who is an officer, shareholder, and/or director of, or who owns, operates, or otherwise controls Computer Service & Repair. Upon information and belief, Michael Barskile resides and transacts substantial business in this district. Upon information and belief, Michael Barskile (a) personally participated in and/or had the right and ability to direct and control the wrongful conduct alleged in this Complaint, and (b) derived direct financial benefit from that wrongful conduct.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over Microsoft's claims for trademark infringement, copyright infringement and related claims pursuant to 15 U.S.C. § 1121, 17 U.S.C. § 501, 28 U.S.C. § 1338(a), and 28 U.S.C. § 1331.

5. This Court has supplemental jurisdiction over Microsoft's claims arising under the laws of North Carolina pursuant to 28 U.S.C. § 1367(a) because these claims are so related to

Microsoft's claims under federal law that they form part of the same case or controversy and derive from a common nucleus of operative fact.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and § 1400(a) because (a) the acts of infringement and other wrongful conduct alleged occurred in the Eastern District of North Carolina and (b) Defendants may be found in the Eastern District of North Carolina.

FACTS COMMON TO ALL CLAIMS

Microsoft Owns Federally Registered Copyrights And Trademarks That Cover A Number of Popular Computer Software Programs

7. Microsoft develops, advertises, markets, distributes, and licenses a number of computer software programs. Microsoft's software programs are recorded on magnetic diskettes and/or CD-ROMs, and they are packaged and distributed together with associated proprietary materials such as user's guides, user's manuals, end user license agreements, and other components.

8. Microsoft Windows 98: One of Microsoft's popular software programs is Microsoft Windows 98 ("Windows 98"). Windows 98 is an operating system for personal computers that performs a number of operations, including allocating computer memory, scheduling the execution of applications software, and managing the flow of data among the various components of a personal computer system.

9. Microsoft holds a valid copyright in Microsoft Windows 98 (including user's reference manuals, user's guides, and screen displays) that was duly and properly registered with the United States Copyright Office. A true and correct copy of the Copyright Registration

Certificate for Microsoft Windows 98, which bears Registration No. TX 4-687-920, is attached hereto as Exhibit 1 and is incorporated by reference.

10. Office Pro 97 and Office 2000 Pro: Microsoft has also developed, advertises, markets, distributes, and licenses software packages known as Microsoft Office 97 (Professional Edition) (“Office Pro 97”) and Microsoft Office 2000 Professional (“Office Pro 2000”), each of which includes a suite of popular Microsoft software programs.

11. Microsoft has duly and properly registered a number of trademarks and a service mark in the United States Patent and Trademark Office on the Principal Register, including, but not limited to:

- A. “MICROSOFT,” Trademark and Service Mark Registration No. 1,200,236, for computer programs and computer programming services;
- B. “MICROSOFT,” Trademark Registration No. 1,256,083, for computer hardware and software manuals, newsletters, and computer documentation;
- C. WINDOWS, Trademark Registration No. 1,872,264 for computer programs and manuals sold as a unit;
- D. WINDOWS FLAG LOGO, Trademark Registration No. 1,816,354, for computers, computer peripherals, and computer programs and manuals sold as a unit;
- E. COLORED WINDOWS LOGO, Trademark Registration No. 1,815,350, for computers, computer peripherals, and computer programs and manuals sold as a unit;
- F. “POWERPOINT,” Trademark Registration No. 1,475,795, for pre-recorded computer programs recorded on magnetic disks;

- G. "MICROSOFT ACCESS," Trademark Registration No. 1,741,086, for computer programs for use with databases and manuals sold as a unit;
- H. "BOOKSHELF," Trademark Registration No. 1,592,783, for computers, computer programs and manuals sold as a unit;
- I. PUZZLE PIECE LOGO, Trademark Registration No. 1,982,562 for computer programs and instruction manuals sold as a unit; and
- J. "OUTLOOK," Trademark Registration No. 2,188,125, for computers programs, specifically programs providing enhanced electronic mail and scheduling capabilities and instructional manuals sold as a unit.

True and correct copies of the Trademark Registrations for A through J above are attached hereto as Exhibits 2 through 11, respectively, and are incorporated by reference.

Defendants Willfully Infringed Microsoft's Registered Copyrights And Trademarks By Distributing Counterfeit Microsoft Software, Even After Microsoft Informed Them Of Their Illegal Conduct And Demanded That They Cease And Desist

12. Defendants are engaged in the advertising, marketing, and distribution of computer hardware and software, including programs covered by Microsoft's registered copyrights and bearing Microsoft's registered trademarks or imitations thereof.

13. On or about January 19, 2000, Defendants distributed material purported to be Microsoft Office Pro 97 software, Office 2000 Pro software, and/or related components to an investigator. Microsoft analyzed this material and determined that it was not genuine Microsoft Office Pro 97 software, Office 2000 Pro software, and/or related components, but was counterfeit and infringing.

14. By letter dated February 22, 2000, Microsoft notified Defendants that the software and/or related components that had been distributed by Defendants were analyzed by Microsoft and identified to be counterfeit. Microsoft demanded that Defendants cease and desist their infringing conduct.

15. Despite the notice provided by Microsoft, on or about August 6, 2002, Defendants distributed material purported to be Windows 98 software and/or related components to an investigator. Microsoft analyzed this material and determined that it was not genuine Microsoft Windows 98 software and/or related components, but was counterfeit and infringing.

16. On information and belief, these are not isolated incidents. Rather, Defendants have been and continue to be involved in advertising, marketing, offering, and/or distributing counterfeit and infringing copies of Microsoft's software and/or related components to unidentified persons or entities.

17. Defendants' wrongful conduct includes the use, advertising, marketing, offering, and/or distribution of "infringing materials," specifically reproductions, counterfeits, copies, or colorable imitations of the Microsoft copyrighted software and/or the Microsoft trademarks, logos, and service mark described in this Complaint.

18. Defendants have committed and are continuing to commit acts of copyright and trademark infringement against Microsoft. Further, Defendants' acts are willful, deliberate and committed with prior notice and knowledge of Microsoft's copyrights and registered marks. At a minimum, Defendants were willfully blind and acted in reckless disregard of Microsoft's registered copyrights and marks.

19. By this conduct, including their advertising activities and unauthorized use of Microsoft's marks to describe the items that they are distributing, Defendants have

misappropriated Microsoft's advertising ideas and style of doing business and have infringed Microsoft's copyrights, titles, slogans.

20. The injuries and damages that Microsoft has sustained have been directly and proximately caused by Defendants' wrongful misappropriation of Microsoft's advertising ideas and style of doing business and infringement of Microsoft's copyrights, titles, and slogans.

COUNT I

(Copyright Infringement – Against All Defendants)

21. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 20, inclusive.

22. Microsoft is the sole owner and licensor of Microsoft Windows 98 and of the corresponding copyright and Certificate of Registration.

23. Defendants have infringed the copyrights in Microsoft's software, including but not limited Microsoft Windows 98, by distributing infringing materials in the United States of America without approval or authorization from Microsoft.

24. Defendants' conduct has been willful within the meaning of the Copyright Act. At a minimum, Defendants acted with willful blindness to and in reckless disregard of Microsoft's registered copyrights.

25. As a result of their wrongful conduct, Defendants are liable to Microsoft for copyright infringement. 17 U.S.C. § 501. Microsoft has suffered, and will continue to suffer, substantial losses, including but not limited to damage to its business reputation and goodwill. Microsoft is entitled to recover damages, which include its losses and any and all profits Defendants have made as a result of their wrongful conduct. 17 U.S.C. § 504. Alternatively, Microsoft is entitled to statutory damages under 17 U.S.C. § 504(c).

26. In addition, because Defendants' infringement has been willful, the award of statutory damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).

27. Microsoft is also entitled to injunctive relief pursuant to 17 U.S.C. § 502 and to an order impounding any and all infringing materials pursuant to 17 U.S.C. § 503. Microsoft has no adequate remedy at law for Defendants' wrongful conduct because, among other things, (a) Microsoft's copyrights are unique and valuable property which have no readily determinable market value, (b) Defendants' infringement harms Microsoft's business reputation and goodwill such that Microsoft could not be made whole by any monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing. Microsoft is also entitled to recover its attorneys' fees and costs of suit. 17 U.S.C. § 505.

COUNT II

(Trademark Infringement – Against All Defendants)

28. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 27, inclusive.

29. Defendants' activities constitute infringement of Microsoft's federally registered trademarks and service mark in violation of the Lanham Trademark Act, including but not limited to 15 U.S.C. § 1114(1).

30. Because Microsoft has marketed, advertised, promoted, distributed, and licensed its software under the trademarks and service mark described in this Complaint, these trademarks and service mark are the means by which Microsoft's software is distinguished from those of others in the same field or related fields.

31. Because of Microsoft's long, continuous, and exclusive use of these trademarks and service mark, they have come to mean, and are understood by customers, end users, and the public to signify, software of Microsoft.

32. The infringing materials that Defendants have and are continuing to use, market, offer, or distribute are likely to cause confusion, mistake, or deception as to their source, origin, or authenticity.

33. Further, Defendants' activities are likely to lead the public to conclude, incorrectly, that the infringing materials that Defendants are using, advertising, marketing, offering, or distributing originate with or are authorized by Microsoft, to the damage and harm of Microsoft, its licensees, and the public.

34. Upon information and belief, Defendants used, advertised, marketed, offered or distributed infringing material with the willful and calculated purposes of misleading, deceiving, or confusing customers and the public as to the origin and authenticity of the infringing materials and of trading upon Microsoft's goodwill and business reputation.

35. Defendants' conduct has been willful within the meaning of the Lanham Act. At a minimum, Defendants acted with willful blindness to and in reckless disregard of Microsoft's registered marks.

36. As a result of their wrongful conduct, Defendants are liable to Microsoft for trademark infringement. 15 U.S.C. § 1114(1). Microsoft has suffered, and will continue to suffer, substantial losses, including but not limited to damage to its business reputation and goodwill. Microsoft is entitled to recover damages, which include its losses, and any and all profits Defendants have made as a result of their wrongful conduct. 15 U.S.C. § 1117(a). Alternatively, Microsoft is entitled to statutory damages under 15 U.S.C. § 1117(c).

37. In addition, because Defendants' infringement of Microsoft's trademarks and service mark was willful, the award of actual damages and profits should be trebled pursuant to 15 U.S.C. §1117(b). Alternatively, the award of statutory damages should be enhanced in accordance with 15 U.S.C. § 1117(c)(2).

38. Microsoft is also entitled to injunctive relief pursuant to 15 U.S.C. § 1116(a) and to an order compelling the impounding of all infringing materials being used, offered, marketed, or distributed by Defendants pursuant to 15 U.S.C. § 1116, subsections (a) and (d)(1)(A), and pursuant to 28 U.S.C. § 1651. Microsoft has no adequate remedy at law for Defendants' wrongful conduct because, among other things, (a) Microsoft's trademarks and service mark are unique and valuable property which have no readily determinable market value, (b) Defendants' infringement constitutes harm to Microsoft's business reputation and goodwill such that Microsoft could not be made whole by any monetary award, (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin or authenticity of the infringing materials, and (d) Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing.

39. Microsoft is also entitled to recover its attorneys' fees and costs of suit. 15 U.S.C. § 1117.

COUNT III

(False Designation Of Origin, False Description, And False Representation Of Microsoft Packaging – Against All Defendants)

40. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 39, inclusive.

41. Microsoft has designed distinctive and aesthetically pleasing displays, logos, icons, graphic images, and packaging (collectively, “Microsoft visual designs”) for its software.

42. Defendants’ wrongful conduct includes the use, advertising, marketing, offering, or distribution of “imitation visual designs,” specifically displays, logos, icons, graphic designs, and/or packaging virtually indistinguishable from Microsoft visual designs. Defendants’ use, advertising, marketing, offering, or distribution of imitation visual designs constitutes (a) false designation of origin, (b) false description, and (c) false representation that the imitation visual images originate from or are authorized by Microsoft, all in violation of § 43(a) of the Lanham Trademark Act, set forth at 15 U.S.C. § 1125(a).

43. Upon information and belief, Defendants used, advertised, marketed, offered, or distributed imitation visual designs with the willful and calculated purposes of misleading, deceiving, or confusing customers and the public as to the origin and authenticity of the imitation visual designs and of trading upon Microsoft’s goodwill and business reputation.

44. Defendants’ use, advertising, marketing, offering, and distribution of imitation visual designs are likely to continue unless restrained and enjoined.

45. As a result of Defendants’ use, marketing, offering, and distribution of imitation visual designs, Microsoft has suffered and will continue to suffer damage and losses, including but not limited to, irreparable injury to its business reputation and goodwill. Microsoft is entitled to injunctive relief and to an order compelling the impounding of all imitation visual designs being used, offered, marketed, or distributed by Defendants. Microsoft has no adequate remedy at law for Defendants’ wrongful conduct because, among other things, (a) Microsoft’s visual designs are unique and valuable property which have no readily-determinable market value, (b) Defendants’ use, marketing, or distribution of imitation visual designs constitutes harm to

Microsoft's business reputation and goodwill such that Microsoft could not be made whole by any monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing.

COUNT IV

[Unfair Competition And Deceptive Trade Practices Under North Carolina Law –

N.C. Gen. Stat § 75-1.1 -- Against All Defendants]

46. Microsoft realleges and incorporates by this reference each and every allegation set forth in paragraphs 1 through 45, inclusive.

47. The acts and conduct of Defendants as alleged above in this Complaint constitute unfair methods of competition and unfair or deceptive acts or practices in or affecting North Carolina commerce, as defined by N.C. Gen. Stat. § 75-1.1.

48. As a result of Defendants' conduct as alleged above, Microsoft has suffered and will continue to suffer substantial monetary damage, including without limitation losses and damages, in an amount to be determined according to proof. Defendants' conduct justifies an award of treble damages pursuant to N.C. Gen. Stat. § 75.16.

49. Because much of the damage suffered by Microsoft as a result of Defendants' conduct is and will be irreparable, for which Microsoft has no adequate remedy at law, Microsoft is further entitled to preliminary and permanent injunctive relief.

50. Defendants have willfully engaged in the acts and practices alleged in this complaint. In addition, Defendants have refused, without justification, to fully resolve this matter. For these reasons, Microsoft is further entitled to recover attorneys' fees from Defendants under N.C. Gen. Stat. § 75-16.1(1).

COUNT V

**(North Carolina Common Law Unfair Competition --
Against All Defendants)**

51. Microsoft realleges and incorporates by this reference each and every allegation set forth in paragraphs 1 through 50, inclusive.

52. The acts and conduct of Defendants as alleged above in this complaint constitute unfair competition in North Carolina at common law.

53. As a result of Defendants' conduct as alleged above, Microsoft has suffered and will continue to suffer losses and damage in an amount to be determined according to proof.

54. Because much of the damage suffered by Microsoft as a result of Defendants' conduct is and will be irreparable, for which Microsoft has no adequate remedy at law, Microsoft is further entitled to preliminary and permanent injunctive relief.

COUNT VI

**(For Imposition Of A Constructive Trust Upon Illegal Profits --
Against All Defendants)**

55. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 54, inclusive.

56. Defendants' conduct constitutes deceptive, fraudulent, and wrongful conduct in the nature of passing off the infringing materials as genuine Microsoft software or related components approved or authorized by Microsoft.

57. By virtue of Defendants' wrongful conduct, Defendants have illegally received money and profits that rightfully belong to Microsoft.

58. Upon information and belief, Defendants hold the illegally received money and profits in the form of bank accounts, real property, or personal property that can be located and traced.

59. Defendants hold the money and profits they have illegally received as constructive trustees for the benefit of Microsoft.

COUNT VII

(Accounting – Against All Defendants)

60. Microsoft repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 59, inclusive.

61. Microsoft is entitled, pursuant to 17 U.S.C. § 504 and 15 U.S.C. § 1117, to recover any and all profits of Defendants that are attributable to their acts of infringement.

62. Microsoft is entitled, pursuant to 17 U.S.C. § 504 and 15 U.S.C. § 1117, to actual damages or statutory damages sustained by virtue of Defendants' acts of infringement.

63. The amount of money due from Defendants to Microsoft is unknown to Microsoft and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing material offered for distribution and distributed by Defendants.

PRAYER FOR RELIEF

WHEREFORE, Microsoft respectfully requests judgment as follows:

(1) That the Court enter a judgment against Defendants that they have:

(a) willfully infringed Microsoft's rights in the following federally registered copyrights, in violation of 17 U.S.C. § 501: TX 4-687-920 ("Windows 98");

(b) willfully infringed Microsoft's rights in the following federally registered trademarks and service mark, in violation of 15 U.S.C. § 1114:

- (1) 1,200,236 (“MICROSOFT”);
- (2) 1,256,083 (“MICROSOFT”);
- (3) 1,816,354 (WINDOWS FLAG LOGO);
- (4) 1,815,350 (COLORED WINDOWS LOGO);
- (5) 1,872,264 (“WINDOWS”);
- (6) 1,475,795 (“POWERPOINT”);
- (7) 1,741,086 (“MICROSOFT ACCESS”);
- (8) 1,592,783 (“BOOKSHELF”);
- (9) 1,982,562 (PUZZLE PIECE LOGO); and
- (10) 2,188,125 (“OUTLOOK”);

(c) committed and are committing acts of false designation of origin, false or misleading description of fact, and false or misleading representation against Microsoft, in violation of 15 U.S.C. § 1125(a);

(d) engaged in unfair and deceptive trade practices and unfair methods of competition in violation of N.C. Gen. Stat 75-1.1 and North Carolina common law; and

(e) otherwise injured the business reputation and business of Microsoft by the acts and conduct set forth in this Complaint.

(2) That the Court issue injunctive relief against Defendants, and that Defendants, their officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants, be enjoined and restrained from:

(a) imitating, copying, or making any other infringing use or infringing distribution of the software and/or materials now or hereafter protected by the following copyright Certificates Registration No.: TX 4-687-920 (“Windows 98”);

(b) imitating, copying, or making any other infringing use or infringing distribution of any software and/or materials now or hereafter protected by Microsoft's registered trademarks and service mark, including, but not limited to, the following Trademark Registration Nos.:

- (1) 1,200,236 ("MICROSOFT");
- (2) 1,256,083 ("MICROSOFT");
- (3) 1,816,354 (WINDOWS FLAG LOGO);
- (4) 1,815,350 (COLORED WINDOWS LOGO);
- (5) 1,872,264 ("WINDOWS");
- (6) 1,475,795 ("POWERPOINT");
- (7) 1,741,086 ("MICROSOFT ACCESS");
- (8) 1,592,783 ("BOOKSHELF");
- (9) 1,982,562 (PUZZLE PIECE LOGO); and
- (10) 2,188,125 ("OUTLOOK");

(c) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any software, component, or thing bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks, service mark, or copyrights, including, but not limited to, those listed in Sections (2)(a) and (2)(b) above;

(d) using any simulation, reproduction, counterfeit, copy, or colorable imitation of Microsoft's registered trademarks, service mark, or copyright including, but not limited to those listed in Sections (2)(a) and (2)(b) above, in connection with the manufacture, assembly, production, distribution, offering for distribution, circulation, sale, offering for sale,

import, advertisement, promotion, or display of any software, component, or thing not authorized or licensed by Microsoft;

(e) using any designation of origin or description that can or is likely to lead anyone to believe that any software, component, or thing has been manufactured, assembled, produced, distributed, offered for distribution, circulation, sold, offered for sale, imported, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Microsoft, when such is not true in fact;

(f) using reproductions, counterfeits, copies or colorable imitations of Microsoft's copyrighted and trademark protected software and other materials in the distribution, offering for distribution, circulating, sale, offering for sale, advertising, importing, promoting, or displaying of any merchandise not authorized or licensed by Microsoft;

(g) using the names, logos, or other variations thereof of any of Microsoft's copyright and/or trademark-protected software in any of Defendants' trade or corporate names;

(h) engaging in any other activity constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit, these trademarks, service mark, and/or copyrights; and

(i) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (h) above.

(3) That the Court enter an order of impoundment pursuant to 15 U.S.C. § 1116(a)(d)(1)(A), 17 U.S.C. §§ 503 and 509(a), and 28 U.S.C. § 1651(a) impounding all counterfeit and infringing copies of purported Microsoft software and/or materials bearing any of Microsoft's trademarks or service mark, and any related item, including business records, that are in Defendants' possession or under their control;

(4) That the Court enter an order declaring that Defendants hold in trust, as constructive trustees for the benefit of Microsoft, their illegal profits obtained from their distribution of counterfeit and infringing copies of Microsoft's software and/or materials;

(5) That the Court enter an order requiring Defendants to provide Microsoft a full and complete accounting of all profits obtained from their marketing or distribution of counterfeit and infringing copies of Microsoft's software and/or materials and of any other amounts due and owing to Microsoft as a result of Defendants' illegal activities;

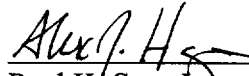
(6) That the Court order Defendants to pay Microsoft's general, special, actual, and statutory damages as follows:

- (a) Microsoft's damages and Defendants' profits pursuant to 17 U.S.C. § 504(b) or, alternatively, enhanced statutory damages pursuant to 17 U.S.C. § 504(c), and 17 U.S.C. § 504(c)(2), for Defendants' willful infringement of Microsoft's copyrights;
- (b) Microsoft's damages and Defendants' profits pursuant to 15 U.S.C. § 1117(a), trebled pursuant to 15 U.S.C. § 1117(b), or, alternatively, enhanced statutory damages pursuant to 15 U.S.C. § 1117(c)(2), for Defendants' willful violation of Microsoft's registered trademarks and service mark; and
- (c) Microsoft's damages and Defendants' profits pursuant to North Carolina common law; and Microsoft's damages and Defendants' profits pursuant N.C. Gen. Stat 75-1.1, trebled pursuant to N.C. Gen. Stat. 75-16.

(7) That the Court order Defendants to pay to Microsoft both the costs of this action and the reasonable attorneys' fees incurred by it in prosecuting this action; and

(8) That the Court grant to Microsoft such other and additional relief as is just and proper.

This 28th day of February, 2003.



Paul K. Sun, Jr.
N.C. State Bar No. 16847
Alex J. Hagan
N.C. State Bar No. 19037

Ellis & Winters LLP
Post Office Box 33550
Raleigh, North Carolina 27636
(919) 865-7000

Counsel for Microsoft Corporation

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
REGISTER OF COPYRIGHTS
United States of America

FORM TX
For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

TX 4-687-920



EFFECTIVE DATE OF REGISTRATION

JUL 01 1998

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

Microsoft Windows 98

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

a

NAME OF AUTHOR ▼

Microsoft Corporation

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☒ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼ Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

Entire work-computer software program, documentation, text on product packaging.

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼ Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼ Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

a

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED
1998

This information must be given in all cases.

b

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Month ▶ June Day ▶ 25 Year ▶ 1998
U.S.A.

4

See instructions before completing this space

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Microsoft Corporation
Law and Corporate Affairs
One Microsoft Way
Redmond, WA 98052

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

JUL 01 1998

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

JUL 01 1998

FUNDS RECEIVED

EXHIBIT

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-8) on the reverse side of this page.

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DO NOT WRITE HERE

Page 1 of 2

WINDOWS 98; PG. 2 of 2

EXAMINED BY TMS FORM T
CHECKED BY _____
☐ CORRESPONDENCE
Yes 1 FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▾

- a. ☐ This is the first published edition of a work previously registered in unpublished form.
b. ☐ This is the first application submitted by this author as copyright claimant.
c. ☒ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▾

TXu 649-511

Year of Registration ▾

1995

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▾

a

Previous version and files copyrighted by various third parties.

b

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▾

Additional written text, additional programming text and editorial revisions.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▾ Account Number ▾

a

Microsoft Corporation

DA063819

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▾

b

Microsoft Corporation, Attn: Judy Weston

One Microsoft Way

Redmond, WA 98052

Area code and daytime telephone number ▶ (425) 936-9104

Fax number ▶ (425) 936-4112

Email ▶ judywe@microsoft.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▶

- ☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)

☒ Authorized agent of Microsoft Corporation

Name of author or other copyright claimant, or owner of exclusive right(s) ▴

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▾ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Judy K.K. Weston

Date ▶ June 23, 1998

Handwritten signature (X) ▾

Judy K.K. Weston

The filing fee of \$20.25 is effective through December 31, 1998. After that date, please write the Copyright Office, check the Copyright Office Website at <http://www.loc.gov/copyright>, or call (202) 707-3000 for the latest fee information.

Mail certificate to:

Certificate will be mailed in window envelope

Name ▾	<u>Microsoft Corporation</u> <u>Law and Corporate Affairs</u>
Number/Street/Apt ▾	<u>One Microsoft Way</u>
City/State/ZIP ▾	<u>Redmond, WA 98052</u>

YOU MUST

- Complete all necessary spaces
• Sign your application in space 8

SEND ALL ELEMENTS IN THE SAME PACKAGE

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-0000

Int. Cls.: 9 and 42

Prior U.S. Cls.: 26, 38 and 101

United States Patent and Trademark Office

Reg. No. 1,200,236

Registered Jul. 6, 1982

**TRADEMARK
SERVICE MARK**
Principal Register

MICROSOFT

Microsoft (partnership)
Suite 819
10800 NE. 8th
Bellevue, Wash. 98004

For: COMPUTER PROGRAMS, in CLASS 9
(U.S. Cls. 26 and 38).

First use Nov. 12, 1975; in commerce Nov. 12,
1975.

For: COMPUTER PROGRAMMING SER-

VICES, in CLASS 42 (U.S. Cl. 101).

First use Nov. 12, 1975; in commerce Nov. 12,
1975.

Ser. No. 236,080, filed Oct. 22, 1979.

B. H. VERTIZ, Primary Examiner

CHERYL LYNNE HENDERSON, Examiner

EXHIBIT

2

Certificate of Correction

Registered July 6, 1982

Registration No. 1,200,236

Microsoft Corporation, by change of name and assignment from Microsoft

It is hereby certified that the above identified registration is in error requiring correction as follows:

In the statement, column 1. before line 1, *Microsoft Corporation (Washington corporation), 10700 Northrup Way, Bellevue, Wash. 98004, by change of name and assignment from* should be inserted.

The said registration should be read as corrected above.

Signed and sealed this 3rd day of April 1984.

[SEAL]

Attest:

MICHAEL J. HYNAX,
Attesting Officer.

GERALD J. MOSSINGHOFF,
Commissioner of Patents and Trademarks

674230

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

November 13, 2002

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,200,236 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.**

REGISTERED FOR A TERM OF 20 YEARS FROM *July 06, 1982*

1st RENEWAL FOR A TERM OF 10 YEARS FROM *July 06, 2002*

SECTION 8 & 15

AMENDMENT/CORRECTION/NEW CERT(SEC7) ISSUED

SAID RECORDS SHOW TITLE TO BE IN:

MICROSOFT CORPORATION

A CORPORATION OF WASHINGTON

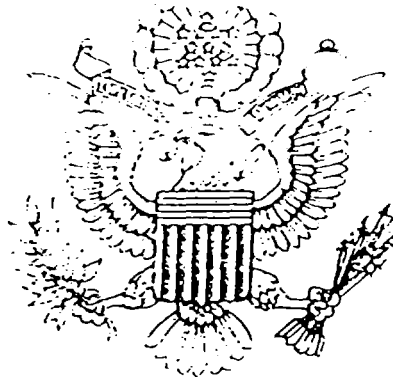


**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

P. Swain

P. SWAIN

Certifying Officer



Nº 1256083

THE UNITED STATES OF AMERICA

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

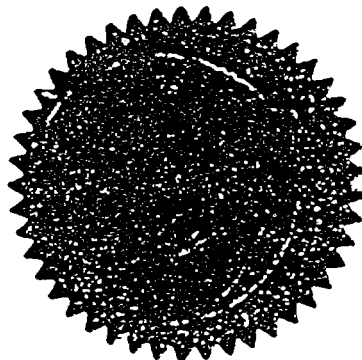
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for Twenty Years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this first day of November, 1983.

COMMISSIONER OF PATENTS AND TRADEMARKS

Int. Cl.: 16

Prior U.S. Cl.: 38

United States Patent and Trademark Office

Reg. No. 1,256,083

Registered Nov. 1, 1983

TRADEMARK

Principal Register

MICROSOFT

Microsoft Corporation (Washington corporation)
10700 Northup Way
Bellevue, Wash. 98004

For: COMPUTER HARDWARE AND SOFTWARE MANUALS; NEWSLETTER FEATURING INFORMATION ABOUT COMPUTER HARDWARE AND SOFTWARE AND GENERAL INFORMATION RELATING TO COMPUTERS FOR MANUFACTURERS, DISTRIBUTORS, AND USERS OF COMPUTERS AND COMPUTER SOFTWARE; AND COMPUTER DOCUMENTATION—NAMELY, REFERENCE, USER, INSTRUCTIONAL, AND GENERAL UTILITIES MANUALS AND DATA SHEETS FOR COMPUTER HARDWARE AND SOFTWARE USERS, in CLASS 16 (U.S. Cl. 38).

First use Nov. 1975; in commerce Nov. 1975.

Ser. No. 373,992, filed Jul. 12, 1982.

J. H. WEBB, Examining Attorney

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 9

Prior U.S. Cl.: 38

United States Patent and Trademark Office

Reg. No. 1,872,264

Registered Jan. 10, 1995

**TRADEMARK
PRINCIPAL REGISTER**

WINDOWS

MICROSOFT CORPORATION (DELAWARE
CORPORATION)
ONE MICROSOFT WAY
REDMOND, WA 980526399

FOR: COMPUTER PROGRAMS AND MANU-
ALS SOLD AS A UNIT; NAMELY, GRAPHICAL
OPERATING ENVIRONMENT PROGRAMS
FOR MICROCOMPUTERS, IN CLASS 9 (U.S.
CL. 38).

FIRST USE 10-18-1983; IN COMMERCE
10-18-1983.

SEC. 2(F).

SER. NO. 74-090,419, FILED 8-20-1990.

ESTHER BELENKER, EXAMINING ATTOR-
NEY

Int. Cl.: 9

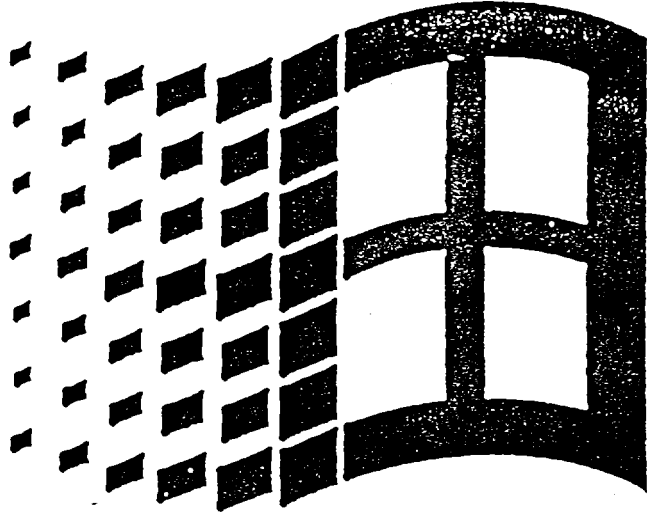
Prior U.S. Cls.: 26 and 38

United States Patent and Trademark Office

Reg. No. 1,816,35

Registered Jan. 11, 1991

TRADEMARK
PRINCIPAL REGISTER



MICROSOFT CORPORATION (DELAWARE
CORPORATION)
ONE MICROSOFT WAY
REDMOND, WA 980526399

FOR: COMPUTERS AND PARTS THEREFOR,
COMPUTER PERIPHERALS, AND COMPUTER
PROGRAMS AND MANUALS THEREFOR,
SOLD AS A UNIT FOR USE IN WINDOWING

APPLICATIONS, IN CLASS 9 (U.S. CLS. 26 AND
38).

FIRST USE 9-1-1991; IN COMMERCE
9-1-1991.

THE MARK COMPRISES A STYLIZED
DESIGN OF A CONTRIVED FLAG.

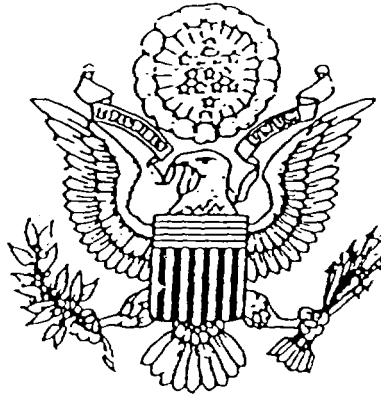
SN 74-193,768, FILED 8-12-1991.

G. T. GLYNN, EXAMINING ATTORNEY

EXHIBIT

5

The United States of America



Nº 1816354

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this eleventh day of January 1994.

Bence Lehman

Int. Cl.: 9

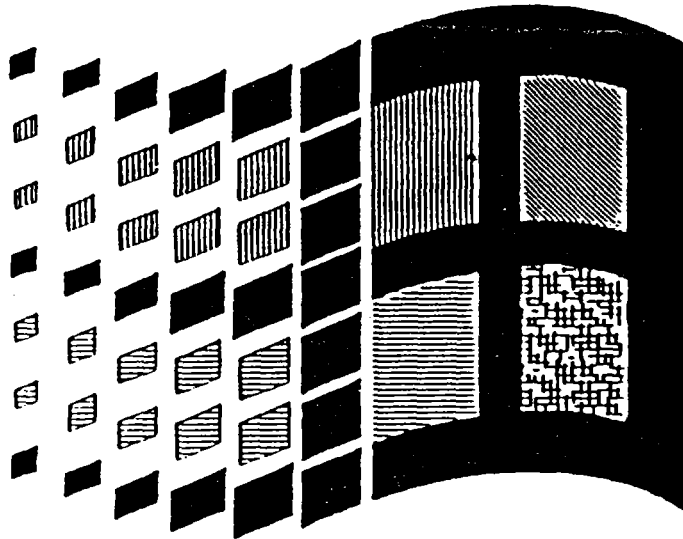
Prior U.S. Cls.: 26 and 38

United States Patent and Trademark Office

Reg. No. 1,815,35

Registered Jan. 4, 19

TRADEMARK
PRINCIPAL REGISTER



MICROSOFT CORPORATION (DELAWARE
CORPORATION)
ONE MICROSOFT WAY
REDMOND, WA 980526399

FOR: COMPUTERS AND PARTS THEREFOR,
COMPUTER PERIPHERALS, AND COMPUTER
PROGRAMS AND MANUALS THEREFOR,
SOLD AS A UNIT FOR USE IN WINDOWING
APPLICATIONS, IN CLASS 9 (U.S. CLS. 26 AND
38).

FIRST USE 9-1-1991; IN COMMERCE
9-1-1991.

THE DRAWING IS LINED FOR THE
COLORS, RED, GREEN, YELLOW AND BLUE.
AND APPLICANT CLAIMS THESE COLORS
AS INHERENT FEATURES OF THE MARK.

THE MARK COMPRISES A STYLIZED
DESIGN OF A CONTRIVED FLAG.

SN 74-198,771, FILED 8-28-1991.

G. T. GLYNN, EXAMINING ATTORNEY



The United States of America



Nº 1815350

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this fourth day of January 1994.

Bence Chapman

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this tenth day of January 1995.

Bruce Lehman

EXHIBIT

7

NOTICE

This Registration will be canceled by the Commissioner of Patents and Trademarks at the end of six years following the date of registration, unless within one year next preceding the expiration of such six years, the registrant files in the Patent and Trademark Office an affidavit showing that said mark is in use in Commerce or showing that its nonuse is due to special circumstances which excuse such nonuse and is not due to any intention to abandon the mark. A fee of \$100.00 for each class must accompany the affidavit.

Prior U.S. Cl.: 38

Reg. No. 1,475,795
d Feb. 9, 1988

Int. Cl.: 9

Prior U.S. Cl.: 38

United States Patent and Trademark Office
Corrected

Reg. No. 1,475,795
Registered Feb. 9, 1988
OG Date June 28, 1988

TRADEMARK
PRINCIPAL REGISTER

POWERPOINT

COMMERCE

987.

(INING ATTORNEY)

MICROSOFT CORPORATION (DELAWARE)
WARE CORPORATION)
BOX 97017
16011 NE WAY
RODMOND, WA 9807397117, ASSIGNEE
OF FORETHOUGHT, INC. (CALIFORNIA
CORPORATION) SUNNYVALE,
CA

FOR: PRERECORDED COMPUTER
PROGRAMS RECORDED ON MAGNETIC
DISKS, IN CLASS 9 (U.S. CL. 38).

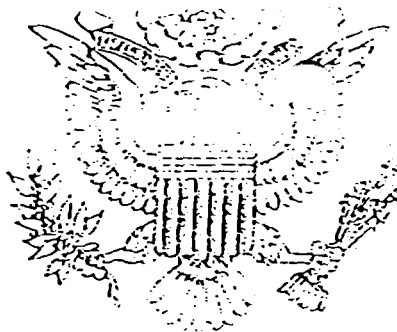
FIRST USE 4-20-1987; IN COMMERCE
4-20-1987.

SER. NO. 669,735, FILED 6-29-1987.



*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on June 28, 1988.*

COMMISSIONER OF PATENTS AND TRADEMARKS



Nº 1475795

THE UNITED STATES OF AMERICA

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

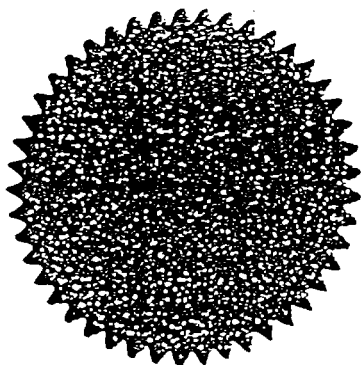
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for Twenty Years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this ninth day of February, 1988.

Commissioner of Patents and Trademarks

The United States of America



Nº 1741086

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

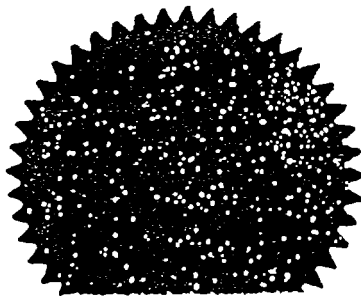
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-second day of December 1992.

Douglas B. Lund



Int. Cl.: 9

Prior U.S. Cl.: 38

United States Patent and Trademark Office

Reg. No. 1,741,0
Registered Dec. 22, 1

**TRADEMARK
PRINCIPAL REGISTER**

MICROSOFT ACCESS

MICROSOFT CORPORATION (DELAWARE
CORPORATION)
ONE MICROSOFT WAY
REDMOND, WA 980526399

FOR: COMPUTER PROGRAMS FOR USE
WITH DATA BASES AND MANUALS THERE-
FOR, SOLD AS A UNIT, IN CLASS 9 (U.S. CL.
38).

FIRST USE 9-19-1985; IN COMMER
9-19-1985.

OWNER OF U.S. REG. NOS. 1,200,236, 1,682,
AND OTHERS.

SER. NO. 74-272,857, FILED 5-6-1992.

KATHLEEN COONEY, EXAMINING ATTOR-
NEY

COPY

Int. Cl.: 9

Prior U.S. Cls.: 26 and 38

United States Patent and Trademark Office

Reg. No. 1,59
Registered Apr. 2

TRADEMARK
PRINCIPAL REGISTER

BOOKSHELF

MICROSOFT CORPORATION (DELAWARE
CORPORATION)
BOX 97017
16011 N.E. 36TH WAY
REDMOND, WA 980739717, ASSIGNEE OF
AMPRO COMPUTERS, INCORPORATED
(CALIFORNIA CORPORATION) MOUNTAIN
VIEW, CA 94039

FOR: COMPUTERS, COMPUTER PROGRAMS
AND MANUALS SOLD THEREWITH FOR USE

IN DATA BASE MANAGEMENT, W
PROCESSING AND DATA PROCESSING
CLASS 9 (U.S. CLS. 26 AND 38).

FIRST USE 2-1-1984; IN COMME
3-1-1984.

SER. NO. 73-686,934, FILED 9-28-1987.

JODY HALLER DRAKE, EXAMINING ATT
NEY

REGISTERED FOR A TERM OF 10 YEARS FROM

Apr. 24, 1990

EXHIBIT

9

Certified to be a true copy of the registration
issued by the United States Patent & Trade
Office, which registration is in full force
and effect. Record title is in Registrant

Attest

MAR 8 1991

Attesting Officer

Harry F. Manbeck, Jr.
COMMISSIONER OF PATENTS
AND TRADEMARKS

Page 39 of 43

Case 5

Document 1

Filed 02/28/93

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-fifth day of June 1996.

Bence Lehman

Commissioner of Patents and Trademarks

PTO-130
(Rev. 8-89)





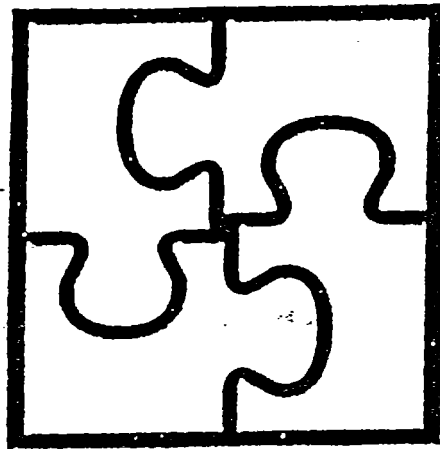
Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 1,982,562

United States Patent and Trademark Office Registered June 25, 1996

TRADEMARK
PRINCIPAL REGISTER



MICROSOFT CORPORATION (WASHINGTON
CORPORATION)
ONE MICROSOFT WAY
REDMOND, WA 980526399

FOR: COMPUTER PROGRAMS FOR USE IN
ACCOUNTING, WORD PROCESSING, DESK-
TOP PUBLISHING, ELECTRONIC SPREAD-
SHEETS, GRAPHICS, DRAWING, ADDRESS
STORAGE AND RETRIEVAL, CREATION OF
MULTIMEDIA PRESENTATIONS, CHARTING,
DATABASE ACCESS, CONNECTING MAIN-
FRAME AND OTHER COMPUTERS, COMPUT-

ER AIDED DESIGN AND DRAFTING, OPTI-
CAL CHARACTER RECOGNITION, USER
TRAINING, INVESTMENT ANALYSIS,
HUMAN RESOURCE MANAGEMENT, UTILI-
TY PROGRAMS AND INSTRUCTION MANU-
ALS SOLD AS A UNIT, IN CLASS 9 (U.S. CLS.
21, 23, 26, 36 AND 38).

FIRST USE 5-10-1995; IN COMMERCE
5-10-1995.

SER. NO. 74-699,744, FILED 7-11-1995.

JOHN TANG, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks



Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

United States Patent and Trademark Office

Reg. No. 2,188,125

Registered Sep. 8, 1998

**TRADEMARK
PRINCIPAL REGISTER**

OUTLOOK

MICROSOFT CORPORATION (WASHINGTON CORPORATION)
ONE MICROSOFT WAY
REDMOND, WA 980526399 MICROSOFT CORPORATION (WASHINGTON CORPORATION)

FOR: COMPUTER PROGRAMS FOR PROVIDING ENHANCED ELECTRONIC MAIL AND SCHEDULING CAPABILITIES, FOR USE BY INDIVIDUAL COMPUTER USERS, NAMELY, COMPUTER PROGRAMS FOR MANAGING, VIEWING, AND EDITING FILES, DOCUMENTS, ELECTRONIC MAIL MESSAGES AND PRIVATE NETWORK AND GLOBAL COMPUTER NETWORK COMMUNICATIONS; COMPUTER PROGRAMS FOR MEETING AND EVENT SCHEDULING, MAN-

AGING GROUP CALENDARS, TASK DELEGATION AND REPORTING, RECORDING NOTES, TRANSFERRING DATA TO AND FROM DATA BASES AND TO AND FROM COMPUTER PROGRAMS AND COMPUTER FILES; ADDRESS BOOK PROGRAMS, TELEPHONE DIALING PROGRAMS, PROGRAMS FOR CORRECTING TYPOGRAPHICAL AND CAPITALIZATION ERRORS, PROGRAMS FOR TALLYING VOTING RESPONSES; AND INSTRUCTION MANUALS THEREFOR SOLD AS A UNIT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-1-1997; IN COMMERCE 1-1-1997.

SN 75-053,439, FILED 2-5-1996.

FRANCES G. SMITH, EXAMINING ATTORNEY